

COOPERATIVE AGREEMENT FOR A JOINT VENTURE PROJECT
Between COUNTY of FRESNO and KINGS CANYON UNIFIED SCHOOL DISTRICT

This Agreement (hereinafter "this Agreement") made and entered into on this _____ day of December, 2003 by and between the County of Fresno, a political subdivision of the State of California (hereinafter "County"), and the Kings Canyon Unified School District Board, the governing Board of a school district organized and constituted under the laws of the State of California (hereafter "District"), both jointly referred to hereinafter as "the Parties."

WHEREAS:

A. County operates a County free library system for the benefit and use of all residents of Fresno County in the Fresno County Free Library (hereinafter "the Library") service area; and

B. Such operation of a County free library is specifically authorized by Education Code Section 18130; and

C. District operates school libraries for the education of and use and research by its students, teachers and staff; and

D. California voters approved the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (hereafter "Library Bond Act of 2000") (Education Code Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985 – 20011, and Title 5, Division 2, Chapter 3, Articles 1-2, Sections 20430-20444 of the California Code of Regulations); and

E. Under Education Code Section 19985.5, the Legislature finds and declares the following: (a) Reading and literacy skills are fundamental to success in our economy and our society; (b) The Legislature and Governor have made enormous strides in improving the quality of reading instruction in public schools; (c) Public libraries are an important resource to further California's reading and literacy goals both in conjunction with the public schools and for the adult population; (d) The construction and renovation of public library facilities is necessary to expand access to reading and literacy programs in California's public education system and to expand access to public library services for all residents of California; and

F. County is eligible to apply for a construction grant to build a new County Library branch in Orange Cove under the Library Bond Act of 2000 authorized under Education Code Sections 19988, 19989, and 19993; administered by the California State Library, with awards being made by the California Public Library Construction and Renovation Board (hereafter "Bond Act Board"); and

G. Pursuant to Education Code Section 19994 (a) (1), first priority shall be given to joint use projects in which the agency that operates the library and one or more school districts have a cooperative agreement; and

H. It is expected that said construction, if awarded by the Bond Act Board and approved by the Fresno County Board of Supervisors, may be completed by 2006; and

I. It is to the benefit of County, District, and members of the community of the Orange Cove Library Service Area (which includes the city of Orange Cove and surrounding rural areas bounded by Kings Canyon Road, Hills Valley Road, Floral Avenue and Crawford Avenue) for the Parties to provide joint venture services; and

J. County is required by Education Code Section 19999 to dedicate the new facility to direct public library services; and

K. County is required by Title 5, California Code of Regulations, Section 20440 (e) (3) (G) to make a commitment that the new facility shall be dedicated to public library direct service use for a period of 40-years following completion of construction, regardless of any operating agreements the applicant may have with other jurisdictions or parties.

NOW, THEREFORE, IT IS AGREED:

1. Operation: County shall operate a county free library open for the use and enjoyment of both the general public and District students during regular hours and days to be established by County. County shall have sole control of the facility operation, funding, custodian maintenance services, landscaping, operations, supervision, management, staffing, equipment, furniture, technology workstations, books, and audiovisual collections.

2. Facility Use: The facility shall be operated in compliance with the general procedures, policies and practices of the Library system.

3. Joint Venture Project for Services and Programs: In designing Joint Venture Projects to meet community needs, the Library and the District held several meetings. During the discussions, the Parties gained a greater understanding of the needs and resources of the other. The parties recognize that Orange Cove's K-12 students will be best served through collaborative efforts of the District and County as neither of the Parties can separately meet the varied educational needs of District's students. The Parties recognize that each makes a unique and valued contribution to this partnership and by working together will provide a full spectrum of resources that support students' personal development and achievements.

Based on the foregoing, the Parties hereby agree to participate mutually in the following Joint Venture Projects, as described more particularly in the "Scope of Work," attached as Exhibit 1 hereto, and by this reference, made fully a part of this Agreement.

- A. Technology Learning Lab
- B. Literacy Outreach Services
- C. Homework Center
- D. Shared Electronics and Telecommunications
- E. School/Community Learning Enrichment Programs

4. Hours of Service: The present Orange Cove Neighborhood Public Library is currently open to the general public and District's students 32 hours weekly, five days a week. Branch hours of operation are: Monday, through Thursday 10:30-12:30 & 1:00-6:00, and Saturday, 10:00-2:00. After the issuance of a certificate of completion by the County Building Inspector that the Orange Cove Neighborhood Library has been completed for the purpose of occupancy and upon the opening date of the new branch facility to the public, hours of operations shall be extended by the County to include more evening and weekend hours, for a minimum of 40 hours per week. The

additional hours are in response to the community needs assessment and the proposed service enhancements. Proposed hours of operation for the Orange Cove Neighborhood Library are Monday and Tuesday 10-6, Wednesday and Thursday 11 to 7, Friday and Saturday 12 to 4. Fresno County Library biannually reviews the hours of operation for all library facilities to determine appropriate hours and makes changes as needed to meet the needs of each community.

By advance arrangement between the Library and the District, classroom visits to the library may be accommodated before library open hours.

5. Staff Classifications: The present Orange Cove Neighborhood Library is currently staffed by a .8 FTE Library Assistant II, with assistance from extra-help paraprofessionals as needed. At the time of opening of the new facility, the County plans to staff the branch with 1 FTE Librarian I/II (bilingual), 1 FTE Library Assistant II (bilingual), .50 FTE Library Aide(s) and .25 Maintenance Janitor. All staffing levels are subject to approval by the County Board of Supervisors.

This branch will continue to be supported by numerous staff from the Main Library and Library's Support Services and Administration to provide for administration, general business and personnel services, program coordination and assistance, reference referral assistance, collection development, acquisitions, cataloging, processing, distribution and delivery services, centralized computer services, and branch supervision. To offer the service and conduct the programs specified in Section 3 and more particularly set forth in Exhibit 1 – Services A, B, C, D, and E, the County will also make available the assistance and support of (1) Youth Services Manager, (1) Young Adult Coordinator, multiple Youth Services Librarians and Library Assistants, (1) Literacy Services Coordinator; (1) Library Volunteer Coordinator, (1) Senior Library Assistant, and Technical Support Staff. Fresno County Library is currently conducting a system-wide audit of staffing and use patterns to evaluate alignment of resources with service demands.

Volunteers, both adults and young adults, will be recruited, screened and trained by the District and Library. The Volunteers will continue to assist Branch staff with a variety of duties including, but not limited to, shelving, circulation, computer assistance, homework assistance and literacy tutoring. Library specific training will be conducted by Library Volunteer Coordinator, homework assistance training will be conducted by District staff, and literacy tutoring training will be conducted by the Literacy Services staff.

In conducting the programs in Section 3, District will provide the following District staff in the following numbers as more particularly set forth in Exhibit 1 - Services A, B, C, D, and E will make available the assistance and support of: (1) Superintendent of Schools; (1) Administrator for Resource Development; (1) Assistant Superintendent of Business Services; (5) School Site Principals; (1) District Coordinator for Library Services; (3) Teachers; and (5) High school student volunteers. The District will provide certified teacher homework support in the Homework Center for 2 hours 3 nights each week

6. Location: The proposed Orange Cove Neighborhood Library is to be located at the intersection of Park and West Railroad Avenues in Orange Cove California. The subject property is bounded by Park Avenue on the northwest, West Railroad Avenue on the southwest, Center on the east and private property on the northeast.

7. The legal description: That portion of land lying southwest quarter of Section 13 Township 15 South Range 24 East, Mount Diablo Base and Meridian, being that certain 250 foot wide strip of land described as being "in Section 13" in Deed dated September 8, 1914 to the Minkler Southern Railway Company, (predecessor in interest to the Atchison, Topeka and Santa Fe Railway company) recorded September 16, 1914 in Volume 566 of Deeds, Page 109, Records of said Fresno County.

8. Ownership: The site, facility, furnishings and equipment, and library materials will be owned by the County pursuant to Education Code Section 19999 and Title 5, California Code of Regulations, Section 20440 (e) (3) (G). The County shall be responsible for the operation and maintenance of the facility and equipment, as well as the care of all library materials.

The District will retain ownership of textbooks which will be purchased annually and provided to the Orange Cove Neighborhood Library to support agreement as more particularly set forth in Exhibit 1.

9. Management and Funding: At County's expense, County shall employ professional and support staff, as it deems appropriate, for the management and supervision of the Orange Cove Neighborhood Library and to provide library services at the branch at such levels as Library deems appropriate. County Library district revenue and Measure B sales tax revenues are the main source of funding for the Library system, supplemented with funding from the State Public Library Foundation grant, fines, fees, other grants and gifts.

The District's annual contribution to the operational expenses of the Orange Cove Neighborhood Library shall be \$9,000 in-kind as listed below. Distribution of the first annual in-kind contribution shall be made upon issuance of a certificate of completion by the County Building Inspector that the Orange Cove Neighborhood Library has been completed for purposes of occupancy, and thereafter, on or before October 1 of each subsequent year of this Agreement. The District's financial contribution will fluctuate in response to staff salaries and materials costs.

On an annual basis, District shall contribute an amount toward the operational expenses of the Homework Center at the Orange Cove Neighborhood Library to be derived from District funding. The amount of District's annual contribution to the operational expenses of the Orange Cove Neighborhood Library Homework Center, itemized in the Section 3, includes the positions and materials for the following:

Homework Center:

- (1) Certified Teacher Homework Support—2 hours per day, 3 afternoons/evenings per week (\$ 8000).
- (2) Textbooks for the core subjects for K-12 grade levels (\$1000).

The total amount of District's annual contributions (FTE) for District paid staff will be based on funding from the State of California and the United States office of Education. All District paid staff and all materials and supplies that will be utilized by the Library will be coordinated by the District's Administrator for Resource Development. This includes all District hiring practices, placement, payments, evaluations, monitoring and implementation. All other District commitments for all other sections in the Scope of Work will utilize "in-house" personnel, supplies and materials. All District provided resources must be used during the fiscal year, July 1-June 30. No carryover provisions are allowed. The Parties reserve the right to enter into other payment arrangements for the payment of this annual contribution amount.

10. Maintenance: County shall provide all custodian maintenance services, landscaping, utilities, telephone, computer maintenance, and other communication services for the library use of the premises, and shall maintain the interior and exterior of the facility in a fit and safe condition.

11. Insurance/Indemnification: Each of the Parties shall indemnify, hold harmless, and, upon request, defend each other from any claim or liability arising out of any act or omission or any injury or loss arising out of the negligence or misconduct of their respective employees, agents, invitees, or licensees to the employees, agents, invitees, or licensees of the other or to any third party. This may be accomplished by insurance or by self-insurance.

County shall procure and maintain a policy of general premises liability insurance to cover its use of the premises, or at County's option, provide equivalent coverage and indemnity through its self-insurance program. Each of the Parties shall bear sole responsibility for its own acts or omissions through its respective employees and agents, and the District's students.

12. Term/Termination: Contingent upon County being awarded a Library Bond Act of 2000 or other grant award for the construction of a new Fresno County Free Library Branch in Orange Cove, the term of this agreement shall be for 20 years, pursuant to Title 5 of the Library Bond Act of 2000 regulations for providing joint use services and programs consistent with the intent of this Agreement, to commence at the time of the issuance of the certificate of completion of the Orange Cove Neighborhood Branch Free Library. Thereafter, the term of this Agreement shall continue for successive terms of one year, commencing on the issuance of the certificate of completion of the Orange Cove Neighborhood Branch Free Library and automatically renewed on October 1 of each year thereafter. Notwithstanding County's obligation to operate and maintain the Orange Cove Neighborhood Library for a period of 40-years, this Agreement may be terminated after the 20-year term, without cause, by either of the Parties, upon forty-five (45) days written notice to the other party.

13. Review and Evaluation: Evaluation and outcome measures for the services provided for by this Agreement and service delivery methodology as outlined in Exhibit 1 will be developed and reviewed biannually by an Advisory Team comprised of District and Library staffs appointed by District and Library Administration. Surveys, interviews, and focus groups of students, teachers, parents, and community members will assist in the evaluation process. Statistics will be kept as to the number of students, teachers, parents, and community members involved in the five areas of the joint venture—Technology Learning Lab, Literacy Outreach Services, Homework Center, Shared Electronics and Telecommunications, and School/Community Learning Enrichment Programs, and a written report will be provided to District and Library Administration.

During the first year of this Agreement an equal number of representatives from the Library and the District will meet quarterly to review, evaluate and recommend modifications to service delivery methodology as outlined in Exhibit 1. During the second year and subsequent years, an equal number of representatives will meet biannually to review, evaluate and recommend modifications to the methodology of service delivery as outlined in Exhibit 1.

14. Modifications to Methodology of Service Delivery: Consistent with Title 5 Library Bond Act 2000 requirements for a joint venture project, Library and District staff may modify the methodology of the service delivery under Exhibit 1 to meet the changing service needs of residents and students without amendment of this agreement. . However, any modifications or amendments of

items listed in Section 3, subsection A-F are to be by written agreement by both Parties pursuant to Section 23.

15. Censorship and/or Control of Materials: As County operates a county free library system for the benefit and use of all residents of County in accordance with the Constitution of the United States and the Library Bill of Rights embraced by all public libraries in the United States, District shall have no right, power and/or ability to censor or review the materials selected for placement in the general circulation of the Orange Cove Neighborhood Library, nor will it have any right, power or ability to censor Internet access.

In accordance with Federal Law, Fresno County Library offers filter Internet access to minors less than 17 years of age.

16. Patron Comments about Materials/Service/Programs/Staff: Any comments received concerning any materials, services, programs, or staff at the Orange Cove Neighborhood Library shall be referred to the Branch Supervisor, and thereafter be processed and resolved in accordance with the policies and procedures of the Library.

17. Notices: Any notices required or permitted to be given under this Agreement shall be deemed given when deposited, postage prepaid, with the United States Postal Service, addressed as follows:

To District:
Kings Canyon Unified School District Board
Attention: District Superintendent
675 W. Manning Avenue
Reedley, CA 93654

To County:
Fresno County Free Library
Attention: County Librarian
2420 Mariposa Street
Fresno, CA 93721

18. Field Act: This joint venture project is not subject to the Field Act. This joint venture project will never have more than 24 K-12 students required to be at the Orange Cove Neighborhood Library facility for educational purposes, nor is the project located on school property.

19. Venue: Notwithstanding the provisions of CCP §394, if either of the Parties initiates an action to enforce any term hereof, or to interpret and/or declare rights hereunder, the Parties agree that venue thereof shall only be in Fresno County.

20. Captions: Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

21. Severance: The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity and/or enforceability of any other provision.

22. Interpretation: The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties, and that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any of the Parties, but rather by construing the terms in accord with their generally accepted meaning. The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. Extent of Agreement: Each of the Parties acknowledges that each has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

KINGS CANYON UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

By _____

DON ARMSON, President
Board of Trustees

By _____

JUAN ARAMBULA, Chairman
Board of Supervisors

ATTEST: BERNICE E. SEIDEL, Clerk
Board of Supervisors

By _____

APPROVED AS TO CONTENT:

KAREN BOSCH COBB
Interim County Librarian

APPROVED AS TO LEGAL FORM:

PHILLIP S. CRONIN
County Counsel

Deputy

Exhibit 1
Fresno County Library/Kings Canyon Unified School District
Methodology of Service Delivery for the Joint Venture Agreement

Scope of Work

The County is committed to providing District students and families with access to the information and resources they need to succeed. The library facility has long attracted students of all ages after-school, evenings, weekends and during holiday breaks. The library will continue to fulfill its role in the community through focused, collaborative ventures with the District and other community partners as identified during the community needs assessment process and described below.

A. Technology Learning Lab: To improve students' their families' and the general public's access to modern technology, training in the use of standard computer programs and of development of information literacy skills.

(1) The County will provide a Technology Learning Lab housing 10 computers with Internet access, productivity software, subscription databases, and links to websites appropriate for students in grades K-12.

(2) County staff will review and select sites to be linked to the Children's and Teen web pages, the homework links will be arranged by grade level and California content standards. Librarian website selectors will exercise effective selection criteria to offer the most substantive and authoritative sites to assist District's students in meeting their research and informational needs.

(3) County will provide designated computer time to accommodate the homework needs of students.

(4) To assist students in meeting the District's technology curriculum requirements the County will offer bilingual computer literacy classes conducted by experienced library staff. Classes will cover introductory to advanced skill levels for students, teachers, school staff and the general public in keyboarding and word processing, information literacy, Internet and email usage, and spreadsheet preparation.

(5) The District will offer usage of the Computer Lab at Citrus Middle School for Library sponsored Computer Training Classes until the construction of the new Orange Cove Neighborhood Library is completed.

B. Literacy Outreach Services: To assist students, their parents and the general public to develop a life long enjoyment of reading and to improve their reading skills to meet the literacy needs in their daily lives.

(1) The County will provide literacy outreach services in the new Orange Cove Neighborhood Library. A meeting room and a conference room which will serve as the literacy center will have comfortable seating, lap top computer capability, and multi-media presentation tools.

- (2) The County will offer Grand Parents/Grand Readers and Books (GAB) Program, an informal one-on-one reading program designed to bring seniors and children together in a multigenerational experience, and to develop a life-long appreciation of language and reading. This reading program, which pairs children with trained volunteers, is offered year round for children of all ages.
- (2) The District will continue to offer before and after school reading intervention programs to students on school campuses and will publicize times and locations at the Orange Cove Neighborhood Library.
- (3) The Parties will share literacy resources and jointly recruit volunteers for one-on-one adult tutoring in reading, writing, spelling and math. The County will provide tutor orientation and training to literacy volunteers.
- (4) The Parties will collaborate to provide literacy materials in English and Spanish for children and adults which, could be used independently or with a tutor. Literacy resources will include ESL materials and literacy software on designated library computers.
- (5) The Parties will host a minimum of one bi-lingual program per school year that will target parents enrolled in the District's Community Based English Tutoring (CBET) program. The programs will stress the benefits of reading with children, selection of age appropriate materials and shared learning activities in the home that encourage family literacy. Librarians, trained literacy volunteers, and/or District staff will conduct these programs.
- (6) The Parties will host a series of programs, such as Family Literacy Nights that will be aimed at Title 1 students, and exposing such parents and children to reading based programs that the Orange Cove Neighborhood Library offers. These programs will include, but not be limited to, information about how to acquire a library card, information about County-wide library programs that stress literacy for families with young children, how to read at home to children, and opportunities available through local Adult Schools.

C. Homework Center:

- (1) The County will reserve space in the library Multipurpose Community Room and/or the Group Study, Conference and Tutoring Room for individual or group study during library hours of operation to support general homework and tutoring needs, and District after school programs. The study space will be equipped with tables and chairs, be wired for laptop computer use, and be equipped to support multimedia presentations.
- (2) The County in consultation with the District will purchase a collection of print materials and electronic resources to supplement K-12 curriculum needs.
- (3) The County will provide access to an online subscription based service for real-time homework assistance and tutoring for students in grades 4-12. A service such as tutor.com or Plato.com will be selected by County Youth Services Librarians and provided on at least 2 dedicated computer workstations.

- (4) Specific computers will be reserved for student homework needs during library hours.
- (5) The County will distribute information to District students, staff, and parents regarding service hours and programming schedules for joint venture services via the Fresno County Library WebPages, flyers, newsletter, or other communication formats as appropriate. The District will reciprocate with announcements through school newsletters, District web sites and other communication tools.
- (6) The District will provide Certified Teacher Homework Support 2 hours per day, three afternoons/evenings per week.
- (7) The District will make available to the County at least one copy of authorized K-12 core textbooks for in-library homework use by students. The District will also provide the County with copies of required student reading lists to assist with collection development.
- (8) The District will work with the Orange Cove Neighborhood Library staff to establish a homework alert system via email to facilitate the availability of appropriate materials for students' on-going and special assignments.
- (9) The District will provide students, staff and parents with training on how to access homework sites, grade level content on sites and library electronic resources.
- (10) District students from Orange Cove High School, Reedley High School, and Citrus Middle School will be recruited and trained as volunteers to provide peer assistance.
- (11) District staff will plan and implement at least 1 forum per year to introduce library staff, parents and the community at large to specialized academic and student support programs.
- (12) District Teachers will continue to schedule class visits to the Orange Cove Neighborhood Library. By advance arrangement between the Library and the District classroom visits to the library may be accommodated before library open hours. The purpose of these visits will be to introduce children to public library services, programs and to encourage each child to read.
- (13) The Parties will pursue alternative funding in the form of grants, gifts, donations to support and enhance the Homework Center.

E. Shared Electronic/Telecommunications:

- (1) The County and the District staffs will plan and implement links to each party's web pages providing students, teachers and the community residents with 24/7 remote access to online catalogs, live reference and homework assistance, subscription databases, school and teachers' websites.

- (2) Joint training sessions will be planned between the County and the District to provide staff instruction to each organizations electronic resources.
- (3) Students, District staff, parents and the general public utilizing Library online resources remotely may need to have a valid San Joaquin Valley Library System library card and a PIN number. The Parties will work cooperatively to ensure that every student in the Kings Canyon Unified School District has a current, valid Library Card.

F. School/Community Learning Enrichment:

- (1) County Youth Librarians will implement a Library Ambassador program, a three tiered-training module for District teachers and support staff which will provide:
 - (a) An introduction to public library services and programs for students and families, print, multi-media and electronic resources
 - (b) Great Reads for the K-6 grade audience and how to share them with students, using titles that connect with the California content standards pertinent to classroom instruction
 - (c) Information resources for student in all formats, and instruction in essential research skills that foster information literacy.
- (2) County will plan and implement three enrichment literature-based programs each fiscal year at the Orange Cove Neighborhood Library open to District's students, families and community residents. It is intended that these programs will be varied to appeal to various age levels.
- (3) County Youth Services Librarians will provide opportunity for participation in the following school outreach programs:
 - (a) Kindergartener Outreach program to visit all kindergarten classes. The purpose of the visits will be to introduce students to the Library's programs and services, provide library card applications, and to present reading oriented programs.
 - (b) Book talking Outreach program for 6th, 7th and 9th grade students at McCord Elementary School, Citrus Middle School, Reedley High School, the new Orange Cove High School due to open in fall 2005. In additions to book talks, Youth Services Librarians will introduce students to the public library, its services and teen web site.
 - (c) Information Literacy Outreach program for targeted grade levels, which include instruction in essential skills in locating, evaluating, using, synthesizing and assessing information pertinent to curriculum needs.
- (4) Teen Parent Education: The County Young Adult Service Librarians will provide the opportunity for Orange Cove teen parents to participate in the Teen Parent Outreach Program. The three part program will introduce teen parents to the tools necessary to foster reading skills and enjoyment in their children. The program consists of the following three elements:

- (a) Workshops to address the special needs of teen parents, and will offer services and resources for this target group. Workshops will cover topics such as why reading to one's baby is important, techniques for reading to babies, choosing age appropriate materials and using household objects to enhance a story.
 - (b) An interactive lapsit program for the parents and their children to model the skills learned.
 - (c) A collection of parenting resources selected to meet the special interests of teen parents which are relevant to parenting, teen interests, and developing life skills. The teen parenting collection will be housed in the Orange Cove Neighborhood Library and will be available for checkout by both teens and District staff.
- (5) The Parties, in conjunction with other community agencies such as Fresno County Human Services will offer a series of parenting workshops with flexible times offered to working parents.